

BOROUGH OF RIDGEFIELD

A G E N D A

Executive Session and Regular Meeting of the Mayor and Council

Date: March 28, 2011

Open Public Meetings Statement by
Mayor Suarez

Public Session to Adjourn to C.T.O.:
Executive Session: Adjourn:

Mayor Suarez – Adjournment into closed Executive
Session in accordance with the “Open Public Meetings Act”

Executive Session: 6:30 P.M. C.T.O.:
Adjourn:

Public Session: 7:30 P.M. C.T.O.:
Adjourn:

Pledge of Allegiance

Citizens Comment on Agenda:

Correspondence:

Approval of Minutes of July 12, 2010 Public Session Meeting and June 28, 2010 Work Session Meeting

RESOLUTIONS:

129-2011	Mayor Suarez	Proclamation-5 th & 6 th Grade Boys Basketball
130-2011	Mayor Suarez	Proclamation-7 th & 8 th Grade Boys Basketball

As advertised, hearing will be held on Ordinance No. 2165 entitled, “AN ORDINANCE AMENDING ORDINANCE NO. 1661 ENTITLED AN ORDINANCE FIXING FEES FOR PROGRAMS OF THE RECREATION AND PARKS DEPARTMENT”

Entertain motion to declare the time for the public hearing to be declared open

ROLL CALL-PUBLIC SESSION

	Adj. to Ex.		Public	
	Pres.	Abs.	Pres.	Abs.
Mayor Suarez				
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				

ROLL CALL-EXEC. SESSION

	PRESENT	ABSENT
Mayor Suarez		
Castelli		
Todd		
Vincentz		
Severino		
Acosta		
Jimenez		

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

As advertised, hearing will be held on Ordinance No. 2166 entitled, "AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS"

Entertain motion to declare the time for the public hearing to be declared open

Public Hearing

Entertain motion to declare the time for the public hearing to be declared closed

Final Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2167 entitled, "AN ORDINANCE AMENDING SECTION 333-33, STORMWATER DISCHARGE AND SUMP PUMPS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD"

First Reading of Ordinance

Roll Call

Introduction of Ordinance No. 2168 entitled, "AN ORDINANCE AMENDING THE PROVISIONS OF ARTICLE I OF CHAPTER 208 PERTAINING TO CONTAINERS FOR WASTE COLLECTION AND DISPOSAL"

First Reading of Ordinance

Roll Call

PROPOSED CONSENT AGENDA:

Motion:

Second:

131-2011	Councilman Acosta	Towing Licenses
132-2011	Councilman Jimenez	JKG Agreement Tax Cancellation
133-2011	Councilman Jimenez	Tax Court Judgment-800 Banta Place
134-2011	Councilman Acosta	Hire DPW Seasonal Employee
135-2011	Councilman Jimenez	Certification of Funds for Professional Service Agreements
136-2011	Councilman Jimenez	Legal Cost Control Contract
137-2011	Councilman Jimenez	PS&S Professional Service Agreement
138-2011	Councilman Acosta	Place to Place Liquor License Transfer
139-2011	Councilman Acosta	Approve 12.18 Ruling from Division of Alcoholic Beverage Control for S. Squared
140-2011	Councilman Acosta	Approve 12.39 Ruling from Division of Alcoholic Beverage Control for S. Squared
141-2011	Councilman Acosta	Person to Person Liquor License Transfer
142-2011	Councilman Acosta	Appointment of Deputy Safety Director
143-2011	Councilman Acosta	Appointment of Community Center Attendants

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

RESOLUTIONS:

144-2011	Councilman Jimenez	Warrants
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COMMENTS BY MAYOR:

Raffles License Application:

Ridgefield Memorial High School PTA
 Carnival
 Veterans Memorial Park
 April 27, 2011 – 6:00 pm-12:00 midnight
 April 28, 2011 – 6:00 pm-12:00 midnight
 April 29, 2011 – 6:00 pm-12:00 midnight
 April 30, 2011 – 1:00 pm-12:00 midnight
 May 1, 2011 – 12:00 noon-10:00 pm

Fairview Lions Club
Cash Raffle
Café Tivoli, 533 Shaler Blvd.
June 8, 2011 – 8:00 pm

COMMENTS BY COUNCILMEN:

COMMENTS BY CITIZENS: (All speakers are limited to five minutes maximum per meeting)

Agenda subject to change as a result of matters not known at time of printing with the consent of the Mayor and Council.

Respectfully submitted,

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Mayor Anthony R. Suarez

BE IT RESOLVED, that the regular public meeting be adjourned, and that the Mayor and Council of the Borough of Ridgefield shall meet in a closed Executive Session following a five minute recess at the termination of this meeting. The purpose of the Executive Session shall be to discuss the following matters:

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
____ Personnel matters in various departments of the Borough.				
____ Pending and Potential Litigation				
____ Tax Court Litigation.				
____ Potential real estate transactions in which the Borough may engage.				

BE IT FURTHER RESOLVED, that as soon as practicable discussion concerning

- ____ Personnel matters
- ____ Potential real estate transactions shall be disclosed to the public.
- ____ And that discussions with the Borough Attorney concerning litigation shall be disclosed when said litigation is terminated.

Adjournment to Closed Session. The Mayor and Council reserve the right to reconvene into Public Session, if necessary, to take action on Closed Session items.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Mayor Suarez

RESOLUTION NO. 129-2011

WHEREAS, in 2003 the Ridgefield Recreation Department joined the South Bergen Basketball League; and

WHEREAS, under the dedicated coaching staff of John Miano, Tom Biggiani Sr., and Tom Biggiani Jr., the Ridgefield 5th and 6th Grade Boys ended the season with a 15-0 record landing the team in the League Championship; and

WHEREAS, on March 20, 2011 said Championship was played with Ridgefield beating Saint Mary's by the final score of 65-56 in overtime; and

WHEREAS, the Mayor and Council would like to thank the coaches for their untiring dedication and express their appreciation for the many hours they unselfishly spent with the youth of Ridgefield; and

WHEREAS, the Mayor and Council would like to express their pride in the players, not only for accomplishing a stunning victory in the South Bergen Basketball League Championship, but more importantly for what they have learned... sportsmanship, teamwork and community spirit; and

WHEREAS, the Mayor and Council would like to commend the coaching staff and players, Michael Goldman, Demitri Mataras, Louis Correa, Sean Kuiken, T.J. Casciano, John Biggiani, John Miano, Christiano Kolanovic, and Jin Woo, for their efforts and accomplishments and wish them luck in their future endeavors.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Mayor Suarez

RESOLUTION NO. 130-2011

WHEREAS, in 2003 the Ridgefield Recreation Department joined the South Bergen Basketball League; and

WHEREAS, under the dedicated coaching staff of Rudy Guinta, Ray Salazar, Steve Eppolito, and Billy Can, the Ridgefield 7th and 8th Grade Boys ended the season with a 15-1 record landing the team in the League Championship; and

WHEREAS, on March 20, 2011 said Championship was played with Ridgefield beating Hasbrouck Heights by the final score of 53-46; and

WHEREAS, the Mayor and Council would like to thank the coaches for their untiring dedication and express their appreciation for the many hours they unselfishly spent with the youth of Ridgefield; and

WHEREAS, the Mayor and Council would like to express their pride in the players, not only for accomplishing a stunning victory in the South Bergen Basketball League Championship, but more importantly for what they have learned... sportsmanship, teamwork and community spirit; and

WHEREAS, the Mayor and Council would like to commend the coaching staff and players, Brandon Salazar, Sammy Cekic, Ryan Ruiz, Brandon Coelho, Kevin Stuckey, Anas Zubi, Michael Eppolito, Santo Guinta, Eamon Catherina, and Yong Son Woo, for their efforts and accomplishments and wish them luck in their future endeavors.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina,
Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Castelli

ORDINANCE NO. 2165

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING ORDINANCE NO. 1661 ENTITLED AN ORDINANCE
FIXING FEES FOR PROGRAMS OF THE RECREATION AND PARKS DEPARTMENT”

introduced on the 14th day of March, 2011, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 14, 2011

Presented by Councilman Castelli

ORDINANCE NO. 2165

“AN ORDINANCE AMENDING ORDINANCE NO. 1661 ENTITLED, AN ORDINANCE
FIXING FEES FOR PROGRAMS OF THE RECREATION AND PARKS DEPARTMENT”

BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield that fee for
the following programs by and within the Borough be amended as follows:

Summer Camp (K-8 th grade)	\$100.00
Late Fee for Summer Camp Registration	\$30.00

In the event the Summer Camp Program has not reached its full capacity, Non-Residents
shall be allowed to participate in said program at the following fees:

Summer Camp (K-8 th grade) Non-Resident	\$250.00
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BE IT FURTHER ORDAINED that the following new program be added:

Introduction to Softball (K-2 nd grade)	\$40.00
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Section II. This ordinance shall take effect upon final passage and publication according to
law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Castelli

ORDINANCE NO. 2166

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE
BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

introduced on the 14th day of March, 2011, do now pass a final reading and be adopted, and that the Borough Clerk be and she is authorized and directed to publish once, the aforesaid title, together with a notice of the date of its passage on final reading and approval thereof in The Record, a newspaper circulating in the Borough of Ridgefield.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 14, 2011

Presented by Councilman Castelli

ORDINANCE NO. 2166

“AN ORDINANCE AMENDING ARTICLE II OF CHAPTER 355 OF THE CODE OF THE
BOROUGH OF RIDGEFIELD ENTITLED PUBLIC SWIMMING POOLS”

Section I: Section 355-22 of the Code of the Borough of Ridgefield, entitled Fees, be and hereby is amended by making the changes set forth below:

SECTION 355-22 "FEES" shall be amended as follows:

	Discount Period <u>3/28/11-5/7/11</u>		Regular Season <u>5/8/11-9/5/11</u>
Family (Husband, Wife & unmarried children under 22	\$280.00	Family (Husband, Wife & unmarried children under 22)	\$310.00
Husband & Wife	\$250.00	Husband & Wife	\$280.00
Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$250.00	Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$280.00
Individual	\$180.00	Individual	\$205.00

A limited number of Non-Residents will be accepted into the Community Swimming Pool subject to being sponsored by a Resident Swim Pool Member. Resident pool members may only sponsor 1 non-resident pool membership per family. Rates will be as follows:

	Discount Period <u>3/28/11-5/7/11</u>		Regular Season <u>5/8/11-9/5/11</u>
Family (Husband, Wife & unmarried children under 22	\$525.00	Family (Husband, Wife & unmarried children under 22)	\$540.00
Husband & Wife	\$485.00	Husband & Wife	\$515.00
Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$485.00	Head of Household (Widow, Widower, Divorced, 1 Child \$15 per Additional Child	\$515.00
Individual	\$305.00	Individual	\$325.00

SECTION 355-22, Subsection C1 shall be amended as follows:

Resident Swim Pool Member \$25.00 for the first child and \$10.00 for each additional child

SECTION 355-24, Subsection D1 shall be amended as follows:

There is a fee of \$10 for each replacement badge. There is a charge of \$3 for each member who forgets to bring his/her badge and then must be given a daily member wristband.

Section II: In all other respects, the terms and provisions of Article II of Chapter 355 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section IV: This ordinance shall take effect immediately upon passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

ORDINANCE NO. 2167

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING SECTION 333-33, STORMWATER DISCHARGE AND
SUMP PUMPS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

introduced on the 28th day of March, 2011, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 11th day of April, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

ORDINANCE NO. 2167

“AN ORDINANCE AMENDING SECTION 333-33, STORMWATER DISCHARGE AND
SUMP PUMPS, OF THE CODE OF THE BOROUGH OF RIDGEFIELD”

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I:

Ordinance Section 333-33, entitled “Stormwater Discharge and Sump Pumps”, be and hereby is amended as follows:

1. The existing language of this Section reading as follows: “No person shall discharge or cause to be discharged any stormwater, surface water, roof run off, surface drainage, ground water or discharge from any pump into any sanitary sewer. All buildings constructed after the effective date of this Section shall have the discharge from any sump pump or any similar pump directed to a drywell or storm sewer,” shall remain, but shall hereafter be denominated as Subsection A of Section 333-33.

2. Added to Section 333-33, and following Subsection A, shall be the following new subsections:

B. Any existing structure which discharges water from any roof drain, basement drain, sump pump or other drain onto any sidewalk or into any gutter may continue such discharge unless such discharge is determined to be a health or safety hazard by the Health Officer, Borough Engineer or Superintendent of Public Works.

C. In the event that a discharge is deemed to be a health or safety hazard by the Health Officer, Borough Engineer or Superintendent of Public Works, written notice to that effect shall be served upon the property owner, tenant or other occupant of the premises who shall then have 60 calendar days from the service of the notice to correct and remediate the health hazard or safety hazard to the satisfaction of the enforcing officer. Failure to correct or remediate the health or safety hazard within 60 calendar days shall be a violation of this ordinance and shall be punishable by a fine of \$50 for each day, after the 60 day notice, that the health hazard or safety hazard continues to exist.

Section II: In all other respects, the terms, conditions and provisions of Section 33 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section IV: This ordinance shall take effect immediately upon passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

ORDINANCE NO. 2168

BE IT ORDAINED by the Borough Council of the Mayor and Council of the Borough of Ridgefield that an Ordinance entitled

“AN ORDINANCE AMENDING THE PROVISIONS OF ARTICLE I OF CHAPTER 208
PERTAINING TO CONTAINERS FOR WASTE COLLECTION AND DISPOSAL”

introduced on the 28th day of March, 2011, do now pass a first reading and that said Ordinance be further considered for final passage at a regular meeting to be held on the 11th day of April, 2011 at 7:30 PM or as soon thereafter as the matter may be reached at the regular meeting of the Borough Council in the Community Center, 725 Slocum Avenue, in the Borough of Ridgefield, and that at such time and place, all persons interested be given an opportunity to be heard concerning the same, that the Borough Clerk be and she is hereby authorized and directed to publish in The Record, a newspaper circulating in the Borough of Ridgefield said Ordinance according to law, with a notice of its introduction and passage on first reading, and of the time and place when and where said Ordinance will be further considered for final passage.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

ORDINANCE NO. 2168

“AN ORDINANCE AMENDING THE PROVISIONS OF ARTICLE I OF CHAPTER 208
PERTAINING TO CONTAINERS FOR WASTE COLLECTION AND DISPOSAL”

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Borough of Ridgefield as follows:

Section I:

Article I, entitled “Containers”, of Chapter 208 entitled “Garbage, Trash and Storage” of the Code of the Borough of Ridgefield is hereby amended as follows:

1. Section 208-3, entitled “Violations and Penalties.” be and hereby is renumbered so that it will heretofore be designated Section 208-4, entitled “Violations and Penalties”, with the same provisions as exist presently.

2. There is hereby added to Article I of the Code of the Borough of Ridgefield a new section designated Section 208-3, entitled “Placing Containers, Rubbish and Trash at Curbside for Collection” to read as follows:

Residents placing containers, rubbish and trash at curbside for purposes of collection shall follow the following procedures:

A. Containers, rubbish and trash shall not be set out prior to 5:00 p.m. on the day before the day of collection.

B. Empty containers shall be removed from the curbside no later than 8:00 p.m. on the date of collection.

C. When a regular collection day falls on a legal holiday, containers, rubbish and trash may not be set out until the next regularly scheduled day of collection, absent provisions for special collection made by the Borough.

D. The word “rubbish” shall include furniture, box springs, mattresses, toilets, window glass, porcelain sinks, and carpeting (which must be rolled and tied in lengths no longer than 4 feet). Items weighing more than 50 pounds will not be picked up. Rubbish must be placed at the curb. Plate glass or mirrors will not be picked up.

E. The word “debris” shall include wallboard, plaster and plasterboard, building materials, and wood. Wood must have nails removed. Asbestos is not included in debris and will not be picked up. Debris must be safely put in a container or tied securely in bundles not more than 4 feet in length and weighing no more than 50 pounds. Residents are limited to 3 containers or bundles of debris per month per household.

Section II: In all other respects, the terms, conditions and provisions of Chapter 208 of the Code of the Borough of Ridgefield are hereby ratified and affirmed.

Section III: All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

Section IV: This ordinance shall take effect immediately upon passage and publication according to law.

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 131-2011

WHEREAS, Chapter 366 of the Code of the Borough of Ridgefield entitled "Tow Trucks", requires the Mayor and Council to appoint six (6) tow companies to perform towing services within the Borough of Ridgefield; and

WHEREAS, the Police Department has reviewed the applications in conformity with the ordinance and has submitted it's report to the Mayor and Council for the appointment of such six companies; and

WHEREAS, the Mayor and Council wishes to appoint companies pursuant to the ordinance;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that towing licenses be issued to:

46 AUTO REPAIR
EMERALD TOWING
TUMINO'S TOWING
VIEW TOWING
MANHATTAN TOWING
SANO'S TOWING

effective immediately through December 31, 2012.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 132-2011

WHEREAS, the Borough of Ridgefield and Ridgefield JKG Development, LLC and JKG Financing Inc. were parties to a certain Mediation Agreement entered and so ordered by the Honorable Peter E. Doyne, J.S.C., on or about April 13, 2006; and

WHEREAS, on September 27, 2010, Resolution No. 276-2010, the Mayor and Council of the Borough of Ridgefield authorized the Borough Administrator to execute the Revised Mediation Agreement with Ridgefield JKG Development, LLC and JKG Financing, Inc.; and

WHEREAS, the Tax Assessor erroneously placed 2009 and 2010 assessments on the residential units on Kathleen Court.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the following taxes be cancelled:

BLOCK	LOT	QUALIFIER	2009	2010
2607	1		\$11,114.58	
2607	1	C0014		\$7,160.91
2607	1	C0016		\$7,160.91
2607	2		\$4,694.03	
2607	2	C0010		\$6,886.36
2607	2	C0012		\$6,886.36
2607	3		\$3,351.34	
2607	3	C006		\$7,025.25
2607	3	C008		\$7,025.25
2607	4		\$4,625.18	
2607	4	C002		\$6,810.46
2607	4	C004		\$6,810.46

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina, Acting Borough Clerk

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 133-2011

WHEREAS, the Tax Court of New Jersey has approved the settlement stipulation for an adjusted assessment on Block 1503 Lot 4, also known as 800 Banta Place for the year 2008;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that Manuel Castro be issued a refund in the amount of 1,863.75 for the year 2008.

BE IT FURTHER RESOLVED that the Chief Financial Officer be and he is hereby authorized to issue a check in the total amount of \$1,863.75 made payable to Manuel Castro and mailed to 800 Banta Place, Ridgefield, New Jersey 07657.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 134-2011

BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, Bergen County that Marc Tozzo is and hereby appointed to the position of Seasonal Worker in the Department of Public Works at an hourly rate of \$10.00 effective March 26, 2011 subject to successful completion of a background check.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 135-2011

WHEREAS, on or about January 6, 2011 the Mayor and Council of the Borough of Ridgefield made Fair and Open appointments of Borough Professionals for the calendar year 2011 in the following positions; Borough Attorney, Engineer, Auditor, Planner, Insurance Agent, Bond Counsel, Tax Appeal Counsel, Labor Counsel, Prosecutor, Public Defender, and Real Estate Appraiser; and

WHEREAS, on or about January 10, 2011 an appointment was made for Borough Architect and on January 24, 2011 appointment was made for Alternate Public Defender; and

WHEREAS, the Borough of Ridgefield maintains its finances and budget on a fiscal year beginning July 1, 2010 and ending June 30, 2011; and

WHEREAS, it is not possible to certify the availability of funds for the complete calendar year 2011 until the fiscal year 2011/12 budget is introduced and adopted; and

WHEREAS, the Borough of Ridgefield wishes to amend the resolutions appointing the above named Borough professionals certifying the availability of funds to adequately provide payment to said professionals through June 30, 2011 with additional appropriations to be made in the FY 2011/2012 municipal budget:

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Ridgefield, to approve the action of the Chief Financial Officer of the Borough of Ridgefield, Bergen County, New Jersey, the person charged with the responsibility of maintaining the financial records of the Borough in accordance with N.J.S.A. 40A:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, who does hereby certify that there are adequate funds available for the payment of claims submitted by Borough Professionals appointed for the Calendar year 2011 in specific line items of the 2010/2011 budget to which expenditures shall be charged.

BE IT FURTHER RESOLVED, that additional appropriations will be made to the specific line items in the FY 2011/2012 municipal budget to satisfy the remaining term of said professional contracts.

BE IT FURTHER RESOLVED, a copy of this resolution be forwarded to the Office of the State Controller.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 136-2011

WHEREAS, the Mayor and Council of the Borough of Ridgefield previously adopted a resolution agreeing to engage the firm Legal Cost Control to conduct an audit of the bills of former attorney Douglas Doyle, Esq. and the law firm of Edwards & Caldwell and the DeCotiis, Fitzpatrick, Cole & Wisler law firm beginning January 2007 and extending to January 2011 because of issues raised by the New Jersey Office of the Controller; and

WHEREAS, Legal Cost Control has done a preliminary review of some of those billings; and

WHEREAS, Legal Cost Control has advised that it has found significant discrepancies in the billings it has reviewed; and

WHEREAS, the Mayor and Council believes it is both prudent and fiscally responsible to further investigate these billings; and

WHEREAS, Legal Cost Control has presented an engagement contract consistent with the prior resolution, a copy of which is attached hereto; and

WHEREAS, the total cost of the contract is below both \$17,500 and the bid threshold;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield as follows:

1. The Mayor and Council hereby approves the engagement contract set attached hereto as EXHIBIT A.
2. The Mayor and Borough Clerk are hereby authorized to execute said contract on behalf of the Borough.

BE IT FURTHER RESOLVED that funds for this contract and available and certified from the Legal Other Expense line item of the SFY 2010/2011 Budget.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 7, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 118-2011

WHEREAS, in year 2010 the New Jersey Office of the State Comptroller identified overbilling by then Borough Attorney Douglas Doyle, Esq. and the DeCoiitis Law Firm; and

WHEREAS, the DeCoiitis Law Firm acknowledged billing errors and provided a refund to the Borough in the amount of \$15,890; and

WHEREAS, the Borough did not accept that check because it wished to do further investigation; and

WHEREAS, the Borough was desirous of reaching an amicable resolution with Douglas Doyle and the DeCoiitis Law Firm; and

WHEREAS, the Office of the State Comptroller recently directed correspondence, dated March 1, 2011, to the Mayor and Council President questioning what it termed as a delay in addressing the issue, and requesting to know the Borough's plans to address the overbilling; and

WHEREAS, the Borough is desirous of addressing this issue in the most forthright and expeditious manner; and

WHEREAS, the Mayor and Council has explored certain options in terms of completing a thorough and complete audit of those billings; and

WHEREAS, the Mayor and Council has reviewed a proposal by the firm of Legal Cost Control and find them to be experienced in the field of auditing legal bills; and

WHEREAS, it appears that the cost of doing so will be less than \$17,500;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield

1. The firm of Legal Cost Control be and hereby is engaged to audit the bills of former Borough Attorney Douglas Doyle and Edwards & Caldwell and the DeCoiitis Law Firm beginning in January 2007 and extending to January 2011 at a cost not to exceed \$17,500. Specifically, the Borough agrees to pay a fee of 2% of the total of the bills reviewed.

2. The Borough Attorney be and hereby is authorized and directed to negotiate a form of contract with that firm for execution by the Mayor and Council.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli	X			
Todd		X		
Vincentz		X		
Severino		X		
Acosta	X			
Jimenez	X			
Mayor Suarez	X			

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk



LEGAL COST CONTROL, INC.

STATEMENT OF ENGAGEMENT

This Statement of Engagement, dated March 23, 2011, is between the Borough of Ridgefield, NJ ("Ridgefield") and Legal Cost Control, Inc. ("LCC") and includes the following terms and conditions:

1. **TERM:** The term of this Engagement shall continue until such time as LCC completes its work pursuant to this Engagement.
2. **COMMENCEMENT OF TERM:** The Term shall commence upon receipt of the executed Engagement submitted to LCC for Legal Bill Audit Services.
3. **FEE AUDITING SERVICES:** Pursuant to this Engagement, LCC shall audit approximately \$800,000 in billings from approximately two (2) law firms selected by Ridgefield. The legal audit performed hereunder by LCC shall evaluate the reasonableness and necessity of the billings and work performed according to generally prevailing legal practices and/or any written agreements between the parties.
4. **WRITTEN REPORT:** LCC shall deliver a written Analytical Report to Ridgefield.
5. **LCC'S FEE:** The fee payable by Ridgefield to LCC for the services to be performed under this Statement of Engagement is 2.00% of the total fees and expenses reviewed¹. Once LCC receives all billings from Ridgefield, LCC shall provide an accounting of the firms' fees and expenses to Ridgefield. LCC's fee shall be paid by Ridgefield according to the following schedule:
 - Thirty-three Percent (33%) of LCC's Estimated Fee² (\$5,333.33) upon the signing of this Statement of Engagement;
 - An additional Sixty-Seven Percent (67%) of LCC's Actual Fee within 30 calendar days after delivery of LCC's Report to Ridgefield.

*If required by Ridgefield, a representative of LCC shall provide testimony in support of LCC's findings and recommendations. If such testimony is required by Ridgefield then LCC shall bill Ridgefield an additional fee to be charged at \$450 per hour for testimony and any preparation time for such testimony.

¹ LCC's fee is all encompassing, and includes all overhead, costs of doing business and out of pocket expenses except for necessary travel expense associated with any on-site audits of the firm(s) elected by Ridgefield Borough an additional fee for any testimony as set forth above.

² LCC shall reconcile the actual billings received, and LCC's actual fee, within 30 days of receipt of the firm's fees and expenses. For the purposes of this estimated first installment LCC's fee basis shall be 2.00% of \$800,000.

6. CONFIDENTIALITY AGREEMENT AND ACCESS TO WORK PAPERS:

- LCC shall be bound by the confidentiality and non-disclosure of all communications with, and any documents provided by, Ridgefield's attorneys, representatives and contractors.
- LCC acknowledges that all documents or data of any type created by LCC during this Engagement are the property of Ridgefield, as the holder of all applicable privileges. Accordingly, LCC will not disclose or discuss with any third party, any communications that LCC may have with Ridgefield's attorneys, representatives and employees.
- The work product and reports of LCC shall be made for, and shall become the property of Ridgefield and shall be part of the deliberative process of Ridgefield's attorneys, representatives and employees.
- LCC shall not provide or display its work product or reports to, or discuss its work product or reports with, any person or entity other than designated employees of Ridgefield's attorneys, representatives and employees, and the billing professionals subject to LCC's review pursuant to this Engagement.
- Ridgefield shall have the sole right to determine the extent, if any, to which the work product and reports of LCC will be made available to any other person.
- Ridgefield or Ridgefield's attorneys, representatives and employees, and LCC may use all of any part of the LCC work product and reports in discussions with the firm(s), and Ridgefield's attorneys, representatives and employees may call upon LCC to explain or advise as to its work product and reports in meetings with the firm(s) and Ridgefield. If required by Ridgefield, LCC shall also provide testimony as set forth above.
- This Confidentiality Agreement is a continuing obligation that survives the termination or expiration of this Engagement.

7. LAW GOVERNING: This Engagement shall be governed by and construed in accordance with the laws of New Jersey.

8. ENGAGEMENT BINDING: This Engagement shall be binding upon the heirs, successors and assigns of the parties hereto.

AGREED TO AND ACCEPTED:
LEGAL COST CONTROL, INC.

BOROUGH OF RIDGEFIELD, NJ

BY: John J. Marquess
President

BY:

DATE: _____

DATE: _____

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 137-2011

WHEREAS, the Borough of Ridgefield previously engaged PS & S Engineering and John T. Bolan to perform services relative to the application of Crown Carting for a solid waste transfer station; and

WHEREAS, additional engineering work needs to be done in connection with another hearing before the BCUA presently scheduled for April 4, 2011; and

WHEREAS, the Borough desires John T. Bolan to perform such additional engineering services on behalf of the Borough; and

WHEREAS, John Bolan has submitted a proposal for professional services; and

WHEREAS, the total cost of the professional services by John T. Bolan is less than \$17,500;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that the Mayor and Council does hereby engage John T. Bolan to perform such other and further services as outlined in the attached proposal, such services to be rendered as a professional services engineering contract with the Borough of Ridgefield.

BE IT FURTHER RESOLVED that funds for this professional service agreement are available and certified from the Engineering Other Expense line item of the SFY2010/2011 Budget.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk



67B Mountain Boulevard Extension
P.O. Box 4039
Warren, NJ 07059
Tel 732.560.9700

09010-0493
March 18, 2011

Stephen F. Pellino, Esq.
Basile, Birchwale & Pellino, LLP
865 Broad Avenue
P.O. Box 434
Ridgefield, NJ 07657

Re: Supplemental Proposal for Consulting Services;
Review of Solid Waste Plan Application,
Crown Carting, Ridgefield, New Jersey

Dear Mr. Pellino:

1.0 INTRODUCTION

Paulus, Sokolowski and Sartor, LLC (PS&S) is pleased to submit this supplemental proposal to Basile, Birchwale & Pellino, LLP (BBP) for consulting services. In their role as Borough Attorney to the Borough of Ridgefield (Borough), BBP is reviewing the application for inclusion into the Bergen County Solid Waste Management Plan (Application) that has been submitted by Crown Carting (Crown), 530 Church Street, Ridgefield, New Jersey. Crown now desires to develop a new transfer station for Type 13 and 13C solid wastes on their property.

Crown submitted an application to the Bergen County Utilities Authority (BCUA) for inclusion into the Bergen County Solid Waste Management Plan (BCSWMP). Inclusion into the BCSWMP is a required first step prior to submission of a Solid Waste Facility Permit Application to the New Jersey Department of Environmental Protection (NJDEP).

PS&S previously submitted a proposal to the Borough to complete a review of the Crown Application for a fee of \$5,000, including review of the BCUA application, preparation of a report and presentation of testimony at the BCUA public hearing. In response, PS&S prepared a letter report and presented testimony at a BCUA public hearing on June 30, 2010.

Crown presented new information that was not previously known during the BCUA public hearing. As a result, the Borough issued Resolution 230-2010 requesting that PS&S complete a review of this new information and to issue an additional report using the unexpended funds in the \$5,000 budget. In response, PS&S visited the BCUA to review the transcript of the public hearing and the exhibits presented at the public hearing and then issued a second report using the remainder of the unexpended funds.

Stephen F. Pellino, Esq.
Basile, Birchwale & Pellino, LLP
March 18, 2011
Page 2

During our visit to the BCUA after the public hearing, we noted that Crown's consultant had filed a rebuttal report to the Borough's testimony. The former Borough Attorney was advised and PS&S was advised not to complete a review of the rebuttal report. It is now our understanding that a review of this rebuttal report, further review of the benefits/needs of the proposed Crown transfer station and coordination with the new Borough Traffic Engineer is needed. The PS&S proposal herein responds to these needs.

2.0 SCOPE OF SERVICES

PS&S will provide the following supplemental services for the Crown Application:

2.1 Crown Rebuttal Response Review

Crown has filed a rebuttal response to Ridgefield's comments on the Crown Application. PS&S would arrange to obtain a copy of this document from BBP for our review. Review of the Crown rebuttal response would be completed so that a letter report could be issued prior to the BCUA Commission Meeting tentatively scheduled for the first week of April 2011.

2.2 Supplemental Letter Report

Immediately upon completion of our review of the Crown rebuttal response, PS&S would consult with BBP and then prepare a letter report to be presented at the BCUA Commission Meeting. One draft would be provided for comments and then finalized upon receipt of comments.

The letter report would include our review of the rebuttal response and a further review of the need/benefits to include the proposed Crown Application into the Bergen County Solid Waste Management Plan. For the letter report, PS&S would coordinate with the Borough's Traffic Engineer, Frank Montgomery, P.E., PTOE, regarding traffic impacts of the proposed Crown transfer station upon Church Street, Edgewater Street and other local streets.

2.3 BCUA Commission Meeting Attendance

As directed by BBP or the Borough, PS&S would attend the BCUA Commission Meeting, tentatively scheduled for the first week of April 2011 and present our opinions on the Crown Application. We also anticipate that a brief teleconference would be held with BBP, and possibly the Borough of Ridgefield, for discussion of the presentation before the hearing.

3.0 PROJECT PERSONNEL

Mr. John T. Bolan, PE would be assigned as the expert for this matter. Mr. Bolan is a Senior Associate of PS&S and has more than 30 years of solid waste planning, permitting, engineering and construction experience. He previously served as Deputy Project Manager for consulting services to the BCUA and reviewed applications for inclusion into the BCWSMP. Mr. Bolan has also provided Application review services for the Union County Utilities Authority and is currently providing these services for the Hudson County Improvement Authority in addition. Mr. Bolan also has extensive permitting, design and construction experience for new transfer stations as large as 5,000 tons per day.

4.0 OUT OF SCOPE AND ADDITIONAL SERVICES

While we believe the intent of each task listed in the Section 2.0 is clear and limited, from time to time a reading of those services may imply a broader scope than was intended. In order to help clarify the Section 2.0, we note that the Scope of Services, Section 2.0 herein, does not include the any of the following services which may be required for this project:

- Attendance at additional BCUA Commission Meetings
- Preparation of any engineering designs
- Review and comments on the Crown NJDEP Solid Waste Facility Permit Application documents
- Appearance in Bergen County Superior Court regarding the Crown Application

If requested, PS&S would be pleased to furnish these services or additional and other appropriate out-of-scope services upon the completion of a mutually agreeable scope of services and fee arrangement. PS&S will not provide additional and/or out-of-scope services without written Client approval of a modified scope and fee arrangement.

5.0 FEES, TERMS AND GENERAL CONDITIONS

PS&S proposes to provide the aforementioned Scope of Services, Section 2.0 herein, on a time and expense basis with a not-to-exceed fee of Three Thousand Dollars (\$3,000.00), inclusive of reimbursable expenses. These services would be performed in accordance with the terms and conditions of the attached PS&S Schedule of Charges and General Conditions, Form 109A, dated February 1, 2011 (the Schedule).

6.0 SCHEDULE

PS&S is prepared to commence services upon receipt of a signed proposal. All services would be completed in timely manner so that, if appropriate, a presentation can be provided at the BCUA Commission Meeting tentatively scheduled for the first week of April 2011.

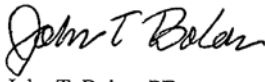
Stephen F. Pellino, Esq.
Basile, Birchwale & Pellino, LLP
March 18, 2011
Page 4

7.0 AUTHORIZATION

We thank you for the opportunity to provide this proposal and look forward to working with you. Two (2) copies of this proposal are attached. Should you find the proposal to be acceptable, please sign the acceptance block on each copy and return one (1) copy to us for our records.

Very truly yours,

PAULUS, SOKOLOWSKI AND SARTOR, LLC



John T. Bolan, PE
Senior Associate

PROPOSAL AND 109A ACKNOWLEDGED AND ACCEPTED
CLIENT: Basile, Birchwale & Pellino, LLP
SIGNATURE:
NAME:
TITLE:
DATE:



integrating design & engineering

67A Mountain Boulevard Extension

P.O. Box 4039

Warren, NJ 07059

Tel 732.560.9700

Proposal/Contract No: 09010-0493

Date: March 18, 2011

SCHEDULE OF CHARGES AND GENERAL CONDITIONS

Page 1 of 4

1. PAYMENT FOR SERVICES

- A. When Paulus, Sokolowski and Sartor, LLC (PS&S) is to be paid on the basis of time expended and expenses incurred on the project, compensation shall be based on the hourly rates and charges noted herein. These rates will remain effective for a period of six months from the Effective Date of this Schedule. The noted rates may thereafter be modified by PS&S at six-month intervals depending on market conditions in accordance with the standard rates then being charged by PS&S to other clients. However, any increases in the rates or charges will not exceed ten percent (10%) in any six-month period.

<u>Level</u>	<u>Title</u>	<u>Billable Hourly Rate</u>
1	Principal/SVP/VP	\$230
2	Sr. Director/Sr. Project Manager	\$207
3	Director/Project Manager (II)	\$185
4	Project Manager (I), Project (Engineer/Architect/Planner/ Scientist/Designer/Surveyor/Validation or Process Specialist)	\$161
5	Designer (VI)	\$141
6	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist (III)/Designer (V)	\$136
7	Surveyor (III), Sr. Archaeologist	\$124
8	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist (II)/Designer (IV)	\$118
9	Designer (III)/CAD Technician (III)/Project System Analyst (II), Sr. Editor	\$112
10	Surveyor (II)	\$102
11	Designer (II)/CAD Technician (II)	\$ 97
12	Engineer/Scientist/Architect/Planner/Geologist/Validation or Process Specialist/Designer (I)	\$ 90
13	Administrative Support	\$ 79
14	Surveyor (I)	\$ 73
15	Technician (I)	\$ 60

- B. When survey field crew time is billed on a crew basis, the following rates apply:

2 person crew	\$165.00 per hour
3 person crew	\$225.00 per hour

2. PAYMENT FOR OTHER DIRECT NON-SALARY EXPENSES

- A. All other expenses incurred will be separately billed at actual cost plus 15 percent. Such expenses include, but are not limited to: subcontractor, consultant, laboratory, printing, binding and other outside vendor charges; long-distance phone and other communications; reproduction; special equipment costs necessary for project execution; special insurance premiums; and any other costs not otherwise part of main office overhead. Reproductions made with company equipment will be billed at \$0.10 per 8 1/2" x 11" or 8 1/2" x 14", and \$0.20 per 11" x 17" sheet for black and white. Color reproductions will be billed at \$0.49 per 8

109A

Effective Date: Feb. 1, 2011

1/2" x 11" or 8 1/2" x 14", and \$0.75 per 11" x 17" sheet. Half prints will be billed at \$1.75; full prints \$3.50.

- B. The use of company or employee owned cars on the project will be billed at the rate authorized by the Internal Revenue Service. In the event rental vehicles are used at the option of the firm, the actual rental charges plus 15 percent will be billed in lieu of the mileage rate.

3. INVOICES AND PAYMENT TERMS

Unless otherwise agreed to in writing, invoices for all services regardless of billing type (time and expense, fixed fee etc.) will be issued on a monthly basis, payable within 30 days of the invoice date. Interest at one percent per month (but not exceeding the maximum rate allowable by law) will be payable on any principal amount not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. All reasonable attorney's fees and other costs incurred in collecting any delinquent amounts shall be paid by the Client.

PS&S has the right to suspend services or terminate its obligations under this agreement if any invoiced amounts are not paid within 60 days. Once services are suspended for nonpayment, they will be resumed at the convenience of PS&S when all principal amounts and accrued interest are paid in full. In the event of termination, PS&S has the right to payment from the Client for reasonable costs associated with termination. Any election to suspend services shall not preclude a later election to terminate. Any failure by PS&S to terminate or suspend services shall not constitute a waiver of these or any other rights. All rights and remedies in this Section 3 are in addition to, and are not be construed in any way as a limitation of, any rights and remedies available at law or equity.

4. TAXES

The Client shall pay the cost of any sales, use, excise, value added or similar tax which is or may become applicable to the services provided by PS&S. All invoiced amounts shall be increased by the amount of any such tax.

5. PROFESSIONAL STANDARD OF CARE

PS&S shall perform its services in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances at the time of the provision of its services. No other representations to Client, express or implied, and no warranty or guarantee is included or intended in this agreement, or in any report, document or other communication of any nature.

6. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

In no event shall either PS&S or the Client be liable to each other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

7. CLIENT'S RESPONSIBILITIES

The Client will provide to PS&S all available information pertinent to PS&S's services, provide access to PS&S to all public and private property as necessary for PS&S to perform its services, and give prompt written notice to PS&S whenever the Client becomes aware of anything that could affect the services to be provided by PS&S.

8. CLIENT-GENERATED PURCHASE ORDERS

In the event the Client issues a purchase order or other instrument related to PS&S's services, it is understood and agreed that such document is for Client's internal accounting purposes only, and shall not

operate to amend, supplement, modify, or delete any terms or conditions of this Schedule of Charges and General Conditions, or the proposal, which, together constitute this agreement. In the event of any conflict between the terms and conditions of any such purchase order or other instrument and this agreement, this agreement shall take precedence.

9. LIMITATION OF LIABILITY

In recognition of the relative risks, rewards and benefits of the project to both the Client and PS&S, the Client agrees that, to the fullest extent permitted by law, PS&S's total liability to the Client, for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement, from any cause or causes, shall not exceed the total amount of \$50,000 or the amount of PS&S's fee (whichever is greater). Such causes include, but are not limited to PS&S's negligence, errors, omissions, strict liability, and breach of contract or breach of warranty.

10. SITE SAFETY ISSUES

PS&S shall not be responsible for contractors' means, methods, techniques, procedures or sequence of construction, for the safety precautions and programs incident to the work of the contractor(s), or for any failure of contractor(s) to comply with laws, rules, or regulations. To the fullest extent as permitted by law, neither PS&S nor any of its employees or representatives performing services at the site or elsewhere, shall be liable for any injury occurring on the construction project or site due to a breach or disregard of construction safety standards or practices on the construction project or site by construction contractors or others not under the employment of PS&S. PS&S expressly does not assume responsibility for the implementation, discharge or monitoring of safety standards or practices with respect to the construction project or site for anyone other than PS&S's employees.

11. HAZARDOUS OR TOXIC MATERIALS

Unless specifically agreed to in the body of the proposal to which these terms and conditions apply, PS&S shall not be responsible to search for, test for, investigate the presence of, monitor, clean up, remove, contain, treat, detoxify or neutralize asbestos, polychlorinated biphenyls, petroleum, hazardous or toxic materials, mold, radioactive material or any other pollutant within or adjacent to the building or the site.

12. GOVERNING LAW

This agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the law of the State of New Jersey excluding choice-of-law principles of the law of such state that would require the application of the laws of a jurisdiction other than New Jersey.

13. SUBMISSION TO JURISDICTION

Each party to this agreement irrevocably consents and agrees that any legal action or proceeding with respect to this agreement and any action for enforcement of any judgment in respect thereof will be brought in any state or federal court in the State of New Jersey, and, by execution and delivery of this agreement, each party to this agreement hereby submits to and accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each party to this agreement hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

14. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performance of any obligations under this

agreement to the extent such delay or failure is caused by fire, flood, earthquake, civil, governmental or military authority, acts of God, war, terrorist acts, or other similar causes beyond such party's reasonable control and without the fault or negligence of such delayed or nonperforming party.

15. ELECTRONIC MEDIA LIMITATIONS

- A. All drawings, specifications and/or other documents in electronic media prepared by PS&S (Documents) are instruments of service in respect to the project for which they were prepared. PS&S retains an ownership and property interest therein.
- B. Copies of Documents that may be relied upon by the Client, or by any third party to whom Client transmits the documents (User) are limited to the printed copies (also known as hard copies) that are signed and sealed by PS&S. Files in electronic media format of text, data, graphics, or of other types that are furnished by PS&S to Client or User are only for the convenience of Client or User. Any conclusion or information obtained or derived from such electronic files will be at the Client's or User's sole risk.
- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30 days, after which the receiving party shall be deemed to have accepted the data thus transferred. PS&S shall not be responsible to maintain documents stored in electronic media format after acceptance by Client or User.
- D. When transferring documents in electronic media format, PS&S makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by PS&S.
- E. Any conversion of format is solely the responsibility of Client or User. Client understands and agrees that the conversion of the printed copies of Documents into electronic media format or conversion of Documents from the format supplied to another format may introduce errors or other inaccuracies. Client therefore agrees to confirm the accuracy of the Documents before using them. Client agrees to accept all responsibility for any errors or inaccuracies and to release PS&S and its subconsultants from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
- F. Client may make and retain copies of Documents for information and reference in connection with use on the Project for which they were prepared. Such Documents are not intended or represented to be suitable for use by Client or others to prepare shop drawings, for extensions of the project for which they were prepared or on any other project. Client agrees not to add to, modify or alter in any way, or to allow others to add to, modify, or alter in any way, Documents or any printed copies thereof, unless Client first removes any all references to "Paulus, Sokolowski and Sartor", "PS&S" and any all other references, marks, and the like that relate in any way to, or identify PS&S on the Documents, and provided further that Client indemnifies and holds harmless PS&S and its consultants from any and all claims, damages, losses and expenses, including attorneys' fees arising out of or resulting therefrom, as more particularly set forth in Subsection H of this Section 15 of this agreement.
- G. Client agrees to waive any and all claims and liability against PS&S and its subconsultants resulting in any way from the use of the Documents transmitted pursuant to this Section 15.
- H. Client agrees to indemnify and save harmless PS&S and its subconsultants and each of their partners, officer, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) Client's failure to comply with any of the requirements of this Section 15; or 2) from any use, addition to, modification, alteration, change to or misinterpretation of the Documents by Client, or any party that receives the Documents from Client.

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 138-2011

WHEREAS, an application has been filed for a Place-to-Place Transfer of Plenary Retail Consumption License Number 0249-33-014-005, issued to Pellit, Inc. for premises heretofore located at 824 Broad Avenue, Ridgefield, New Jersey; and

WHEREAS, the submitted application form is complete in all respects, the transfer fees have been paid, and the license has been properly renewed for the current license term;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield does hereby approve, effective April 4, 2011, the Place-to-Place Transfer of the aforesaid Plenary Retail Consumption licensed premises, from its former location at 824 Broad Avenue, Ridgefield, New Jersey to its new location at 719D Grand Avenue, Ridgefield, New Jersey and does hereby direct the Borough Clerk to endorse the license certificate as follows: "This license, subject to all of its terms and conditions, is hereby transferred to premises located at 719D Grand Avenue, Ridgefield, New Jersey effective April 4, 2011."

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 139-2011

WHEREAS, a Special Ruling to Permit Renewal of Inactive Liquor License was applied for by S. Squared; and

WHEREAS, the Division of Alcoholic Beverage Control has granted said Permit for the 2009-2010 License Term pursuant to N.J.S.A. 33.1-12.18;

NOW, THEREFORE, BE IT RESOLVED that Plenary Retail Consumption License No. 0249-33-003-011 be issued to S. Squared as a "Pocket License", pursuant to an Act of Legislature of the State of New Jersey, entitled "AN ACT CONCERNING ALCOHOLIC BEVERAGES" passed December 6, 1953 and amendments thereto, and the Borough Ordinance 498 entitled, "AN ORDINANCE CONCERNING ALCOHOLIC BEVERAGES" adopted July 2, 1946, and amendments thereto. Said license to expire June 30, 2010.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 140-2011

WHEREAS, a Special Ruling to Permit Renewal of Inactive Liquor License was applied for by S. Squared; and

WHEREAS, the Division of Alcoholic Beverage Control has granted said Permit for the 2009-2010 and 2010-2011 License Terms pursuant to N.J.S.A. 33.1-12.39

NOW, THEREFORE, BE IT RESOLVED that Plenary Retail Consumption License No. 0249-33-003-011 be issued to S. Squared as a "Pocket License", pursuant to an Act of Legislature of the State of New Jersey, entitled "AN ACT CONCERNING ALCOHOLIC BEVERAGES" passed December 6, 1953 and amendments thereto, and the Borough Ordinance 498 entitled, "AN ORDINANCE CONCERNING ALCOHOLIC BEVERAGES" adopted July 2, 1946, and amendments thereto. Said license to expire June 30, 2011.

BE IT FURTHER RESOLVED that said License is subject to a special condition that said License must be activated by June 30, 2011.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 141-2011

WHEREAS, SAFARGAR & SONS, LLC is purchasing plenary retail consumption license number 0249-33-003-011 from S SQUARED, LLC; and

WHEREAS, SAFARGAR & SONS, LLC has made application to the Mayor and Council of the Borough of Ridgefield for a person-to-person transfer of plenary retail consumption bearing license number 0249-33-003-011; and

WHEREAS, said application has been duly advertised twice in the Record, a newspaper circulated in the Borough of Ridgefield on February 16, 2011 and February 23, 2011; and

WHEREAS, HOJJAT SAFARGAR and SOHRAB SAFARGAR were fingerprinted for said person-to-person transfer and there is no record of derogatory remarks; and

WHEREAS, the appropriate State and Municipal fees for said transfer have been satisfied; and

WHEREAS, in accordance with N.J.A.C. 13:2-7.10(B) 3 and 4, person-to-person transfer of liquor license number 0249-33-003-011 from S SQUARED, LLC to SAFARGAR & SONS, LLC has disclosed to the Borough of Ridgefield the source of funds to purchase said license and that SAFARGAR & SONS, LLC and S SQUARED, LLC have disclosed in a written statement to the Borough of Ridgefield that both the transferor and transferee are aware of all outstanding obligations.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the Borough of Ridgefield does hereby approve the person-to-person transfer of plenary retail consumption license number 0249-33-003-011 by S SQUARED, LLC to SAFARGAR & SONS, LLC.

BE IT FURTHER RESOLVED that said License is subject to a special condition that said License must be activated by June 30, 2011.

Approved:

Anthony R. Suarez, Mayor

Attest:

Linda M. Prina, Acting Borough Clerk

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 142-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

JAMES O. BRIERTY

be appointed as Deputy Safety Director.

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Acosta

RESOLUTION NO. 143-2011

BE IT RESOLVED by the Mayor and Council of the Borough of Ridgefield that

LINDA KOWATCH and JOYCE SCHULTZ

be appointed as Community Center Attendants at the hourly rate of \$8.50 subject to successful completion of a background check.

COUNCIL VOTE				
	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk

The undersigned, being the Chief Financial Officer of the Borough of Ridgefield, County of Bergen, New Jersey, and the person charged with the responsibility of maintaining financial records of said Borough in accordance with N.J.S.A. 40:4-57 and the rules of the Local Finance Board of the State of New Jersey adopted thereunder, does hereby certify that there are adequate funds available for the payment of the attached list of invoices, duly adopted by said Borough, and which said list indicates the specific line item of said budget to which expenditures shall be charged.

Joseph Luppino,
Chief Financial Officer

BOROUGH OF RIDGEFIELD
Bergen County, New Jersey

Meeting March 28, 2011

Presented by Councilman Jimenez

RESOLUTION NO. 144-2011

BE IT RESOLVED, that warrants totaling \$2,269,085.29
be drawn on the following accounts:

CURRENT	\$2,252,953.90
TRUST	\$12,213.96
POOL	\$2,734.57
DOG LICENSE	\$1,182.86
 TOTAL	 \$2,269,085.29

COUNCIL VOTE

	YES	NO	ABSTAIN	ABSENT
Castelli				
Todd				
Vincentz				
Severino				
Acosta				
Jimenez				
Mayor Suarez				

Approved:

Attest:

Anthony R. Suarez, Mayor

Linda M. Prina,
Acting Borough Clerk